

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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FRED LEE and ANNE LEE,

Plaintiffs,

vs.

UNION MUTUAL FIRE INSURANCE COMPANY,

Defendant.

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**JUDGMENT**

Case No.: 1:20-cv-03191-  
MKB-PK

Plaintiffs FRED LEE and ANNE LEE (“Plaintiffs”) having filed a motion for an Order granting Plaintiffs summary judgment on Plaintiffs’ breach of contract claim against Defendant UNION MUTUAL FIRE INSURANCE COMPANY (“Defendant” or “Union Mutual”), and Union Mutual having filed a cross-motion for summary judgment against Plaintiffs on Plaintiffs’ breach of contract claim, and Union Mutual having further sought by its cross-motion summary judgment against Plaintiffs on Plaintiffs’ New York General Business Law §349 claim, and the Plaintiffs and Union Mutual having entered into a Stipulation agreeing to the principal sum of damages on the Plaintiffs’ breach of contract claim in the amount of \$122,441.00 (the “Stipulation”), and this Court having granted Plaintiffs’ motion for summary judgment against Union Mutual on Plaintiffs’ breach of contract claim, and having denied Union Mutual’s cross-motion for summary judgment on Plaintiffs’ breach of contract claim, and having granted Union Mutual’s cross-motion for summary judgment against Plaintiffs on Plaintiffs’ New York General Business Law §349 claim thereby dismissing the Plaintiffs’ New York General Business Law §349 claim; it is hereby

ORDERED, ADJUDGED and DECREED that Plaintiffs are entitled to recover from

Union Mutual the principal sum of \$122,441.00, plus pre-judgment interest in the amount of \$26,568.02, for a total of \$149,009.02 on Plaintiffs' breach of contract claim; and it is further

ORDERED, ADJUDGED and DECREED that Plaintiffs FRED LEE and ANNE LEE, residing at 45-54 193<sup>rd</sup> Street, Flushing, New York 11358 shall recover from Defendant UNION MUTUAL FIRE INSURANCE COMPANY, having a place of business at 139 State Street, Montpelier, Vermont 05602, on Plaintiffs' First Cause of Action for breach of contract the sum of One Hundred Twenty-Two Thousand Four Hundred Forty-One and 00/100 Dollars (\$122,441.00) plus pre-judgment interest in the amount of Twenty-Six Thousand Five Hundred Sixty-Eight and 02/100 Dollars (\$26,568.02), plus any interest that accrues after the entry of this judgment in the amount of Thirty and 19/100 Dollars (\$30.19) per day; and that Plaintiffs have execution therefor; and it is further

ORDERED, ADJUDGED and DECREED that based on the Stipulation, Plaintiffs will not seek to enforce this judgment until thirty days after all appellate rights are exhausted or otherwise abandoned, and Defendant will not seek to recover from Plaintiffs or anyone else pursuant to Rule 39 of the Federal Rules of Appellate Procedure or otherwise any costs of Defendant's appeal.

This judgment reflects and represents this Court's express and unmistakable intent that the judgment rendered herein is intended to be this Court's final act in this case and subject to the rights of appeal referenced above, because there are no further claims of the parties for this Court to rule upon.

Dated: December 1, 2022

SO ORDERED:  
s/ MKB 12/1/2022

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MARGO K. BRODIE  
United States District Judge

